

UNITED STATES DISTRICT COURT

for the

19 APR -8 AM 11:39

Greater St. Louis Construction Laborers, et al.

*Plaintiff*

v.

CMT Roofing, LLC

*Defendant*

RECEIVED  
U.S. DISTRICT COURT  
FOR THE NORTHERN DISTRICT  
OF INDIANA  
Civil Action No. 4:18cv1191 PLC  
1:19mc10-SLC

CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 09/06/2018 .

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court, the time for appeal has expired, and no appeal has been filed or, if one was filed, it is no longer pending.

Date: 04/02/2019

CLERK OF COURT

*Elizabeth Kirkland*  
Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

GREATER ST. LOUIS CONSTRUCTION )  
LABORERS WELFARE FUND, et al., )

Plaintiffs, )

v. )

CMT ROOFING, LLC., )

Defendant. )

Case No. 4:18-CV-1191 PLC

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT**

Plaintiffs Greater St. Louis Construction Laborers Welfare Fund, et al. ("Plaintiffs") and defendant CMT Roofing, LLC ("Defendant") hereby enter into this Stipulation for Entry of Consent Judgment in the total amount of \$136,430.35.

Judgment is hereby entered on the following terms:

1. Judgment is entered against Defendant, and in favor of Plaintiffs in the amount of \$136,430.35 consisting of unpaid contributions, liquidated damages, interest, accounting fees, and court costs owed for the audit period of August 1, 2016 through December 31, 2017, as well as unpaid contributions and additional liquidated damages owed through June 30, 2108 based on reports submitted by Defendant to Plaintiffs. Plaintiffs reserve their right to seek contributions and applicable damages and interest owed from January 1, 2018 forward if a subsequent audit reveals amounts owed for the period beginning with January 1, 2018.

2. Defendant shall pay to Plaintiffs the amount of \$121,213.80 in twelve payments, according to the following schedule:

- a. \$10,101.15 due on or before September 1, 2018;
- b. \$10,101.15 due on or before October 1, 2018;

GREGORY J. LINHARES, CLERK  
A TRUE COPY OF THE ORIGINAL  
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
BY: Elizabeth Kirkland  
DEPUTY CLERK

- c. \$10,101.15 due on or before November 1, 2018;
- d. \$10,101.15 due on or before December 1, 2018;
- e. \$10,101.15 due on or before January 1, 2019;
- f. \$10,101.15 due on or before February 1, 2019;
- g. \$10,101.15 due on or before March 1, 2019;
- h. \$10,101.15 due on or before April 1, 2019;
- i. \$10,101.15 due on or before May 1, 2019;
- j. \$10,101.15 due on or before June 1, 2019;
- k. \$10,101.15 due on or before July 1, 2019; and
- l. \$10,101.15 due on or before August 1, 2019.

3. During the period of repayment set forth in Paragraph 2, Defendant shall timely submit all reports and contributions owed to the Greater St. Louis Construction Laborers Benefit Funds pursuant to the Defendant's collective bargaining agreement with Laborers Locals 42-110.

4. If Defendant fails to comply with any of the requirements of Paragraphs 2 and 3, Defendant shall be in default, and the entire judgment amount referenced in Paragraph 1, less amounts paid, shall become immediately due, and Plaintiffs shall be entitled to proceed with further legal action, including execution on the judgment balance and pursuit of additional amounts owed. Plaintiffs shall give Defendant written notice of such default and provide the Defendant with ten (10) business days to cure such default before the provisions of this Paragraph apply.

5. Additionally, such default, as described in Paragraph 3, shall entitle Plaintiffs to interest at the maximum lawful rate on the judgment balance from the date of execution of this Stipulation for Entry of Consent Judgment through the date of such default; furthermore, such default shall entitle Plaintiffs to their reasonable attorneys' fees incurred in collecting the judgment balance.

6. All payments herein shall be made payable to the Greater St. Louis Construction Laborers Benefit Funds and sent to counsel for the Plaintiffs at the following address, unless Defendant are otherwise notified in writing by Plaintiffs:

Emily R. Perez  
Hammond and Shinnars, P.C.  
13205 Manchester Rd., Suite 210  
St. Louis, MO 63131

7. Upon timely payment by Defendant of all sums due hereunder, Plaintiffs will file a Satisfaction of Judgment with the Court.

Respectfully submitted,

**HAMMOND and SHINNERS, P.C.**

/s/ Emily R. Perez

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Attorney for Plaintiff


**SHANDS, ELBERT, GIANOULAKIS &  
GILJUM, LLP**

/s/ Thomas A. Durphy (with consent)

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[tdurphy@shandselbert.com](mailto:tdurphy@shandselbert.com)

Attorney for Defendant

SO ORDERED:

  
HON. PATRICIA L. COHEN  
MAGISTRATE JUDGE  
U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI

9/6/18